

## **KSL GROUP ANTI-CORRUPTION POLICY**

### **1.1 Business Conduct**

The rules of business conduct set out below extend to all Kuok (Singapore) Limited group (“Kuok Group” or “KSL Group” or “Group”) of companies’ business dealings and transactions in all countries in which they operate.

**1.1.1 Ethical Conduct and Compliance with Laws:** Kuok Group’s policy is to conduct business with integrity, fairly, impartially, in an ethical and proper manner, and in compliance with all applicable laws and regulations. In conducting our business, integrity must underlie all relationships, including those with customers, suppliers, communities and employees. In this connection, employees are required to have the strength to do what they believe to be right in difficult situations.

**1.1.2 Anti-Corruption:** The anti-corruption policies and measures set out below are necessary to protect the business, resources and reputation of the Kuok Group.

- (i) Employees must under no circumstances offer, promise, give or authorise the giving, directly, indirectly or through third parties, of any bribe, kickback, illicit payment, benefit in kind or any other advantage to a Government Official or Government Entity (as defined below), private sector customer, supplier, contractor, or any other person or entity, as an inducement or reward for an improper performance or non-performance of a function or activity. Facilitation payments (also referred to as grease payments; that is, payments or gifts made to a government or public official to speed up, or secure the performance of, a routine, governmental action which the official is already obliged to perform such as issuing permits, immigration controls, providing services or releasing goods held in customs) could also create bribery risks. Accordingly, employees should not make any facilitation payments on any Kuok Group company’s behalf.
- (ii) Similarly, employees must not under any circumstances solicit or accept, directly or indirectly, any bribe, kickback, illicit payment, benefit in kind or any other advantage from any Government Official or Government Entity, customer, supplier, contractor, or any other person or entity that is intended to induce or reward an improper performance or non-performance of a function or activity.
- (iii) **“Government Entity”** means any national, federal, state, provincial, county, municipal, local or foreign government, or other subdivision or agency thereof; any entity exercising executive, legislative, judicial, regulatory, taxing or administrative functions of or pertaining to government; any arbitrator or arbitral body or panel of competent jurisdiction; any public international organization (e.g., the United Nations, the International Monetary Fund, the World Bank); and any entity owned or controlled, in whole or in part, by any national or local government (e.g., a state-owned or state-controlled petroleum company, communications company, etc).
- (iv) **“Government Official”** means any elected or appointed official of a Government Entity of any country; representatives or employees of a Government Entity at any level, including customs, immigration and transportation workers; military personnel; representatives of political parties; candidates for political office; directors, managers or employees of state-owned or controlled entities; and any

entity hired by a Government Entity for any purpose.

- 1.1.3 **Gifts and Hospitality:** While it is recognized that the giving or receiving of gifts and hospitality may help in the building of business relationships, good judgement must be exercised at all times. The offer and receipt of gifts or hospitality must be avoided whenever they could affect or be perceived to affect the outcome of business transactions or dealings, or are not reasonable and bona fide. Employees should avoid giving or receiving gifts or hospitality which are excessive in value, given too often, or leaves the employee or (as the case may be) the other person in a position of obligation or possible perceived obligation. Gifts or hospitality in the form of cash or cash equivalent are prohibited.

Further details of the Group's policy in respect of gifts and hospitality are set out in **Appendix A** hereto.

1.1.4 **Donations and Contributions:**

- (i) Donations, sponsorships and contributions made on behalf of a Group Company must not be used as a subterfuge for bribery. They should only be made without expectation of business returns.
- (ii) When making any donation or contribution, the following must be adhered to:
  - donations and contributions must always take place in a transparent manner and be documented;
  - documentation must include recipient identity, purpose, reasons for donation / contribution;
  - donations / contributions must comply with the laws of the country in which the donation is to be made;
  - donations / contributions should be made to an organization, instead of any particular person, where possible;
  - anonymous donations are strictly prohibited; and
  - payments into private or personal bank accounts are prohibited.
- (iii) **Political donations:**
  - Political donations may be made only if permitted by, and in accordance with, applicable laws.
  - All political donations must be approved by the KSL or relevant BU's Board of Directors.

1.1.5 **Dealing with Third Party Associates**

- (i) **"Third Party Associates"** are individuals or entities (not owned or controlled by a Group company) that provide services, or engage in business activities, on behalf of a Group company. Such persons or entities include without limitation joint venture partners, members of a consortium, commercial agents, sales representatives, consultants, advisors, suppliers of services, contractors or sub-contractors, and any other service providers **who act on behalf of a Group company** in any way in connection with its business.
- (ii) The assistance and local knowledge of Third Party Associates may be essential.

However, to minimise the risk of fraud or corruption on their part, Third Party Associates should be made aware of and, where relevant, adhere to Kuok Group's rules of business conduct, and acknowledge receipt in writing of the same.

- (iii) It is vital that employees pay close attention to a Group company's relationship with Third Party Associates. Each Third Party Associate should be carefully selected and evaluated before being retained by a Group company, and Third Party Associates should be selected solely on the basis of merit. It is the responsibility of each employee to know the Third Party Associates with whom the employee transacts business for or on behalf of a Group company, and to understand what services each such Third Party Associate performs for the Group company and the manner in which the Third Party Associate performs them.

#### **1.1.6 Record keeping:**

- (i) For purposes of financial audits and so as to prevent improper payments being made, it is important that the books and records of each Group company contain full and accurate information about all transactions and expenditures incurred by the Group company. The information documented should be such that it is possible to see exactly what was paid, to whom, the reason why it was paid, where it was paid (for example, from or to which accounts) and when. Attempts to create false or misleading records are prohibited.
- (ii) Employees seeking approval for a payment must provide adequate supporting documentation in order for the payment to be authorised.

## APPENDIX A

### (I) GIFTS AND HOSPITALITY

#### Giving or Receiving Gifts or Hospitality Generally

“**Gifts**” include tokens of appreciation or respect, and “**hospitality**” includes business meals, business travel, entertainment, or invitations to or sponsorship of events, functions or other social or entertainment gatherings, in connection with matters related to any Group company’s business.

Group employees and Third Party Associates should only give or accept gifts or hospitality where it is reasonable, permissible under the relevant laws, proportionate and appropriate in the circumstances, and should never do so in order to secure any improper advantage, or to influence a business decision. Hospitality is only permitted to be given where its purpose is to promote, explain, discuss or demonstrate the Group company’s business or services by creating an opportunity to engage in discussions with a customer or business partner.

#### Practical Guidance:

Some guidance in determining whether gifts or hospitality payments comply with this policy is set out below:

- **Made for the right reason:** If a gift, it should be given clearly as an act of appreciation or respect; if hospitality, there should be a bona fide business purpose;
- **No obligation:** The gift or hospitality does not place the recipient or (as the case may be) the employee under any obligation or perceived obligation;
- **Made openly:** If made secretly and undocumented then the purpose may be open to question;
- **Accords with stakeholder perception:** The gift or hospitality would not be viewed unfavourably by stakeholders if it were to be made known to them;
- **Reasonable value:** The value of the gift and the hospitality is not excessive and accords with general business practice;
- **Appropriate:** The nature of the gift or hospitality is appropriate to the relationship and accords with general business practice and local customs;
- **Legality:** It is compliant with relevant laws;
- **Infrequent:** The giving or receiving of gifts and hospitality is not frequent between the giver and recipient;
- **Documented:** The expense is fully documented including purpose and approvals given (if required) and properly recorded in the books and records of the relevant Group company.

Some key questions to ask when considering gifts and hospitality are:

- Could the gift or hospitality be seen as lavish or excessive? If the recipient is not in a position to reciprocate to the same standard, this could indicate that the gift or hospitality is excessive.
- Is the gift or hospitality out of the ordinary in the context of industry or local norms?
- Does the gift or hospitality invitation extend to family members or other parties outside the normal business relationship?
- Is the gift or hospitality intended to be an inducement or reward for past or future business (or are you aware of any new business being pitched to or tendered for by the recipient at the time the gift or hospitality is offered)?
- Is the recipient a Government or Public Official?
- If details of the gift or hospitality were to become publicly known, would it seem difficult to justify or otherwise risk being harmful to Kuok Group's reputation?

If the answer to any of the above questions is 'yes' or 'possibly', this indicates an increased risk profile for possible or perceived bribery. An employee should consider carefully whether the gift or hospitality is permissible within the terms of this policy and seek guidance from the Corporate Governance and Legal department of the Group if he/she is unsure.

**Declaration of Gifts:** Employees must comply with such procedures on declaration of gifts as may be issued by his/her Group company from time to time.

**Authorised Limits:** Employees must comply with such thresholds and authorisation limits on gifts and hospitality as may be determined by the relevant BU from time to time and approved by respective heads of the business units, divisional directors or the CEO of the Group company in consultation with the KSL Group Chief Legal Officer and KSL Group Chief Governance Officer.

## **(II) DEALING WITH THIRD PARTY ASSOCIATES**

### **Retention or Authorisation of Third Party Associates**

The principles discussed below should be followed when retaining and/or authorising any Third Party Associate to do any act on behalf of any Group company.

### **Payments to Third Party Associates**

Payments to Third Party Associates must be commercially reasonable and commensurate with the tasks they undertake. They may be paid by cheque or electronic transfer only, but never in cash.

**Authorised Limits:** Payments to Third Party Associates that will interact with, or who provide services that may relate to, Government Officials or Government Entities ("**Certain Third Party Associates**") must be made in accordance with, and must not exceed, the authorisation limits as may be determined from time to time and approved by respective heads of the business units, divisional directors or the CEO of the Group company in consultation with the KSL Group Chief Legal Officer and KSL Group Chief Governance Officer.

All payments should be made pursuant to invoices, receipts or other documentation documenting services rendered in detail, and must be properly reflected in the Group company's accounting books and records and financial statements.

No payments may be made:

- in relation to services performed by Third Party Associates, to any party other than the Third Party Associate, unless the Third Party Associate is able to provide valid justification in writing as to why the Third Party Associate requires payment to be made to such other party and such payment is approved in advance in writing by and approved by respective heads of the business units, divisional directors or the CEO of the Group company in consultation with the KSL Group Chief Legal Officer and KSL Group Chief Governance Officer; and
- to an account that is not in the Third Party Associate's name, or to an account outside of the country in which the services are provided, or where the Third Party Associate has its primary place of business, unless the Third Party Associate is able to provide valid justification in writing as to why this is required and such payment is approved in advance in writing by and approved by respective heads of the business units, divisional directors or the CEO of the Group company in consultation with the KSL Group Chief Legal Officer and KSL Group Chief Governance Officer.

#### **Due Diligence on Third Party Associates**

Third Party Associates may be hired or authorised to act on behalf of a Group Company only after the completion and recording of an appropriate level of due diligence. The level of due diligence conducted should be proportionate with the perceived likelihood that the Third Party Associate will be in a position to interact with Government Officials or Government Entities, or be in a position that could present the risk or possible risk of corrupt practices ("**TPA Assessment**"). The relevant respective heads of the business units, divisional directors or the CEO of the Group company in consultation with the KSL Group Chief Legal Officer and KSL Group Chief Governance Officer should be consulted as needed throughout the due diligence process.

**Due Diligence Documentation:** The due diligence could include, among other things, the following:

- Background checks by way of internet, database and/or media searches, including politically exposed persons (PEP) screening, to obtain information about the Third Party Associate's integrity profile. The background checks can be conducted either by the Group company or with the assistance of an outside party, in order to determine whether the Third Party Associate has a history of compliance issues and/or creates any compliance risks.
- For Certain Third Party Associates, due diligence could also include receiving information from the Third Party Associate using the **Business Information Request Form** set out in **Appendix B** hereto.

Other forms of due diligence on Third Party Associates could, if need be, include, among other things:

- reviews of letters of recommendation;
- reviews of credentials;
- reviews of financial statements; and
- contacts with local Chambers of Commerce.

**Due Diligence on Fees/Commissions:** In addition, prior to entering into an agreement with a Third Party Associate, the relevant Group company should try to obtain, to the extent available from public sources, information regarding rates, fees and/or commissions charged by similar types of Third Party Associates in the relevant market.

If the due diligence exercise indicates the existence of one or more “red flags” that may signify a heightened risk to a Group company, the responsible employee must raise those issues with his or her supervisor and place on hold any negotiations and/or pending projects or transactions until further review and diligence can be completed, and the transaction approved by respective heads of the business units, divisional directors or the CEO of the Group company in consultation with the KSL Group Chief Legal Officer and KSL Group Chief Governance Officer.

#### **Commercial Terms with Third Party Associates**

In addition to the commercial terms of any arrangement with a Third Party Associate, the following guidelines for contracting with Third Party Associates should be followed in order to reduce risks that a Third Party Associate will engage in improper conduct on behalf of the Group company:

- employees should not enter into any oral agreements or arrangements with a Third Party Associate; and
- written contracts with Third Party Associates must accurately reflect the substance of the agreement, and include a description of the service(s) provided and the price, compensation, commission schedule, and/or bonuses, as well as a list of all bank accounts and bank account owners where any payments to the Third Party Associate will be sent.

**Anti-Bribery Representations and Warranties:** The contract with a Third Party Associate must also contain anti-corruption / anti-bribery provisions, including:

- **Anti-Bribery Representations and Warranties** from the Third Party Associate;
- **Right to Terminate** if the Third Party Associate breaches any of these representations and warranties; and
- **Right to Withhold** payment of any invoice (or part thereof) to the Third Party Associate where there is a bona fide question or dispute as to the propriety of such invoice or the amount claimed, where the Third Party Associate fails to provide adequate supporting documentation, or where there are reasonable grounds to suspect that the Third Party Associate has breached any of these representations and warranties.

Suggested provisions are set out in **Appendix C** hereto. Any material deviation from the form of the provisions set out in **Appendix C** must be approved by the KSL Group Chief Legal Officer and KSL Group Chief Governance Officer.

The contract with the Third Party Associate should also contain provisions on:

- **Right to Audit:** to allow the Group company reasonable access to the Third Party Associate's books and records (which the Third Party Associate should maintain in accurate form) in order to be able to perform an audit, and that the Group company must be allowed to exercise such right yearly and/or in the course of the ongoing business relationship.

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## Appendix B

### Business Information Request Form

Cat.	#	Request	Answer
AB	1	<b>Governmental Entity Business:</b> Please provide a list of Governmental Entities <sup>2</sup> (including state-owned oil and gas companies) with which [counterparty] (including through subsidiaries) (the "Company"), directly or indirectly, has conducted or anticipates conducting business, identifying for each: (a) country; (b) goods or services obtained or provided (or other nature of the business); (c) amount transacted by year; and (d) the Company's primary point of contact with the Governmental Entity, including whether the Company deals or will deal directly or through a third party (in which case, identify any such third party). For this purpose, "conducting business" includes selling, purchasing or otherwise exchanging any goods or services, as well as engaging in any joint venture, partnership, investment, or other formal business relationship. Additionally, specify whether the Company conducts any screening to determine if its business partners are Governmental Entities.	
AB	2	<b>Government Oversight:</b> Please provide lists, by country, of: (a) government bodies and agencies that have regulatory or other oversight authority over the Company's business or that the Company anticipates having regulatory or other oversight authority over the Company's business; and (b) the licenses, permits, certifications, and other government approvals necessary for the Company to operate (including the status of obtaining each such approval and the amount of fees paid in connection with obtaining such approvals).	
AB	3	<b>Government Interactions and Third-Party Relationships:</b> Please provide a list of employees and third parties involved in interacting with Governmental Entities or Government Officials <sup>3</sup> (e.g., marketing, sales, lobbying, taxes, product registrations, permits, certifications, licenses) on behalf of the Company or that the Company anticipates will interact with Governmental Entities or Government Officials on behalf of the Company, and describe the nature and frequency of these interactions. For each such third party, please indicate: (a) whether a written	



		agreement exists (if so, provide a copy); (b) fees paid for each of the past five years and the basis for such; (c) fees billed to the Company but not yet paid; (d) employee who is primarily responsible for the relationship; and (e) whether the Company conducted any due diligence (if so, provide copies).	
AB	4	<b>Government Benefits:</b> Please describe any travel, entertainment, gift, facilitating payment (e.g., small payments to obtain a license, ruling, or other Governmental action to which the Company was legally entitled), or political contribution provided by the Company directly or indirectly to any Government Official, commercial counterparty, or any other person not employed by the Company, as well as any contribution made directly or indirectly by the Company to any political party, or candidate for political office, or any charitable organization, including but not limited to: (a) date; (b) recipient; (c) jurisdiction; (d) value; (e) purpose; and (f) internal approvals.	
AB	6	<b>Government Affiliations:</b> With respect to each jurisdiction, please provide lists of: (a) all Government Officials with whom the Company has had any direct or indirect business or economic relationship or other dealings, or with whom the Company anticipates it will have direct or indirect business or economic relationship or other dealings, including a description of such relationships or dealings; and (b) all shareholders, directors, officers, and employees who are current or former Government Officials or close relatives of Government Officials.	
AB	7	<b>Anti-Bribery Policies:</b> With respect to each jurisdiction in which the Company does business, please provide copies of any of the following policies currently or previously in place at the Company: (a) compliance manual, code of conduct, code of ethics, and other anti-bribery or anti-corruption policies; (b) accounting, authorization, and operational risk policies; (c) policies related to retaining third parties (e.g., required due diligence, qualifications, and approvals); (d) policies with respect to travel, entertainment, gifts, hospitality, political and charitable contributions and facilitating payments; and (e) any other policies designed in part to ensure compliance with the any applicable anti-corruption law.	
AB	8	<b>Anti-Bribery Controls and Procedures:</b> Please specify what internal controls and procedures the Company has implemented in order to monitor and ensure compliance with the policies provided in response to AB-7 or, more broadly, compliance with any anti-corruption law (including, but not limited to the United States Foreign Corrupt Practices Act, the Singapore Prevention of Corruption Act and the United Kingdom Bribery Act of 2010), including but not limited to: (a) channels to raise questions or concerns regarding these policies (e.g., compliance hotline, website); (b) required employee or third-party certifications relating to these policies; (c) internal audit schedules and protocols designed to test compliance with these policies; and (d) any relevant training for employees or third parties. In addition, provide documents relating to these controls and procedures.	
AB	9	<b>Audits/Assessments:</b> Please provide all internal and external audit reports relating to the Company's operations. In addition, provide all other internal or external reports or assessments	

		relating to the policies, controls, or procedures provided or identified in response to AB-7 and AB-8 (e.g., any anti-corruption risk assessment).	
AB	10	<b>Known Anti-Corruption Issues:</b> With respect to each jurisdiction, please describe any previous conduct by the Company or any of its directors, officers, employees, or agents, that violated or may have violated the United States Foreign Corrupt Practices Act, the Singapore Prevention of Corruption Act, the UK Bribery Act or any other applicable anti-corruption laws. Specify how the Company learned of such conduct and the status of any resolution. More generally, indicate whether the Company or any of its directors, officers, employees, or agents, has been subject to any governmental investigation, special audit, enforcement action, litigation, subpoena, or request for information relating to anti-bribery or anti-corruption laws, or any other anti-bribery or anti-corruption issue more generally. If so, describe the nature and results of such proceeding.	

<sup>1</sup> All requests cover the last five years.

<sup>2</sup> “Governmental Entity” includes any: (i) government at any level (e.g., federal, state, provincial, local) or any department, agency, or instrumentality thereof, including but not limited to any state-owned or state-controlled enterprise (e.g., municipal-owned utility, hospital, medical school, university), whether or not performing public or private functions; (ii) political party; or (iii) public international organization.

<sup>3</sup> “Government Official” includes any: (i) officer or employee of a Governmental Entity; (ii) holder of or candidate for public office, political party or official thereof, or member of a royal family; or (iii) other persons acting for or on behalf of any Governmental Entity.

## APPENDIX C

### Anti-corruption and anti-bribery contractual provisions

- [name of Third Party Associate] has read, understood and agrees to comply with the Kuok Group Code of Conduct in so far as it relates to Third Party Associates.
- [name of Third Party Associate] represents and warrants that it is and will be in compliance with all laws of those countries in which it operates, including all applicable laws (1) that prohibit corruption, bribery, cartel, money laundering, public conflict of interests, public improbity, or fraud, and (2) that regulate gifts, gratuities, and expenses paid to or on behalf of Public Officials, lobbying, political donations and contributions, public bidding and public contracting laws and regulations, including the U.S. Foreign Corrupt Practices Act (“**FCPA**”), the UK Bribery Act, the Brazilian Federal Statute No. 12,846, of August 1, 2013 (the “**Brazilian Anti-Corruption Statute**”), the anti-bribery legislation of the People’s Republic of China and the Singapore Prevention of Corruption Act (“**PCA**”) (collectively with all other laws mentioned in this clause, the “**Anti-Corruption Laws**”), and that it will remain in compliance with all such laws during the term of this Agreement.
- [name of Third Party Associate] further represents and warrants that it has not made, authorized or offered to make, and will not make, authorise or offer to make, payments, gifts or other transfers of value, directly or indirectly, to any Government Official or private person in order to (1) improperly influence or delay any act, decision or failure to act by that

Government Official or person, (2) improperly induce that Government Official or person to use his or her influence with a government or business entity to affect any act or decision by such government or entity, (3) secure any improper advantage, or (4) induce a Government Official to influence or affect any act, law, judgment, or other government decision or decision of any Governmental Entity.

- Neither [name of Third Party Associate] nor any of its officers, directors, employees, agents or representatives have: (A) financed, funded, sponsored or in any other way subsidized the practice of harmful acts against the government; (B) used third parties, physical persons or legal entities, hidden or disguised real interests or the identity of the beneficiaries for the harmful acts against the government; (C) defrauded, manipulated, prevented, hindered, interfered with or created a fraudulent legal person to participate in any public bidding process, (D) manipulated or defrauded the economic and financial balance of contracts with the government, or obtained undue advantages or benefits in a fraudulent way, for amending or extending contracts with the government; or (E) hindered investigations or oversight by any Government Entity or authority, or interfered in their acts, or have committed, by act or omission, any act that is or could be considered in violation of the Anti-Corruption Laws, or will do any of the acts stated in (A) to (E) as mentioned.
- [name of Third Party Associate] agrees that should it learn or have reason to suspect any payment, gift or other transfer of value, directly or indirectly, to any Government Official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to [name of Kuok Group company] and all related subsidiaries for which [name of Third Party Associate] has a business relationship with. If, after consultation by all Parties to the Agreement, any concern cannot be resolved in the good faith and reasonable judgment of [name of Kuok Group company], then [name of Kuok Group company], on written notice to [name of Third Party Associate], may withdraw from or terminate this Agreement.
- [name of Third Party Associate] will not sub-contract or assign its obligations or responsibilities under the Agreement without prior written approval from [name of Kuok Group company], and will ensure that any permitted sub-contractor or assignee undertakes to observe the above provisions.
- [name of Kuok Group company] shall have the right to terminate this Agreement if [name of Third Party Associate] breaches this, or any other, representation, warranty or undertaking set forth in this Agreement.
- [name of Kuok Group company] shall have the right to withhold payment of any invoice (or part thereof) to [name of Third Party Associate] under this Agreement for so long as (i) there is a bona fide question or dispute as to the propriety of such invoice or the amount claimed, (ii) where [name of Third Party Associate] fails to provide adequate supporting documentation in accordance with this Agreement and the Kuok Group Code of Conduct, or (iii) where [name of Kuok Group company] has reasonable grounds to suspect that [name of Third Party Associate] has violated any Anti-Corruption Laws or has breached any anti-corruption or anti-bribery representation, warranty or undertaking set forth in this Agreement.
- To confirm compliance with this Agreement, [name of Third Party Associate] agrees that the books and records of [name of Third Party Associate] relating to the performance of this Agreement shall be made available to [name of Kuok Group company], or to its internal or

external auditors, attorneys or other designees, and [name of Third Party Associate] shall answer in reasonable detail any questionnaires or other written or oral communications from [name of Kuok Group company], or from its internal or external auditors, attorneys or other designees. The confidentiality provisions contained in this Agreement shall apply to any disclosures made hereunder.

For the purposes of these anti-corruption and anti-bribery contractual provisions:

- **“Government Entity”** means any national, federal, state, provincial, county, municipal, local or foreign government, or other subdivision or agency thereof; any entity exercising executive, legislative, judicial, regulatory, taxing or administrative functions of or pertaining to government; any arbitrator or arbitral body or panel of competent jurisdiction; any public international organization (e.g., the United Nations, the International Monetary Fund, the World Bank); and any entity owned or controlled, in whole or in part, by any national or local government (e.g., a state-owned or state-controlled petroleum company, communications company, etc).
- **“Government Official”** means any elected or appointed official of a Government Entity of any country; representatives or employees of a Government Entity at any level, including customs, immigration and transportation workers; military personnel; representatives of political parties; candidates for political office; directors, managers or employees of state-owned or controlled entities; and any entity hired by a Government Entity for any purpose.

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